

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-8077-W4

DATE: September 13, 2023

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: OCTOBER 11, 2023

TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8077-W4, Maintenance & Repair – Two-Way Radio Equipment / Emergency Communications"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Maintenance & repair of two-way radio equipment as per the requirements and specifications of the City of Worcester Emergency Communications Department for a period of two years from December 1, 2023 through November 30, 2025 and at the sole discretion of the City to renew for a third year. The option to be determined at the end of the current contract year. (See page 10).
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: all apply
7. **Questions pertaining to this bid must be directed to Christopher J. Gagliastro via e-mail at gagliastroc@worcesterma.gov**

Please go to the closed bids page of our site to obtain bid results. www.worcesterma.gov

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). *No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.*
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and

acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under Massachusetts' statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name Address Zip Code

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership
Full names and addresses of all partners

Name Address Zip Code

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ N/A

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: Various City locations as required by the City

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description			Unit Price	Total Amount
		<p>Provide all the service, labor and parts necessary and proper to perform maintenance and repair services for two-way radio equipment and accessories as per the requirements and specifications of the City for a period two years from date of contract.</p> <p>Vendor meets all stated specifications in entirety:</p> <p>_____Yes _____No</p> <p><i>Questions pertaining to this bid must be directed via email to gagliastroc@worcesterma.gov</i></p>				See Pricing & Specification Pages

TERMS, PROMPT PAY DISCOUNT _____% 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required by the City DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the third contract year.
(TO BE COMPLETED BY BIDDER)

Name

Date

Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A THIRD YEAR OPTION, PLEASE
INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

<p>SPECIFICATIONS & PRICING PAGE – MAINTENANCE & REPAIR OF PORTABLE, MOBILE AND MISC. RADIO EQUIPMENT / COMMUNICATIONS DEPT. ~ BID # CR-8077-W4</p>
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HAND HELD PORTABLE RADIOS
VEHICULAR MOUNTED MOBILE RADIOS
MISCELLANEOUS EQUIPMENT

BACKGROUND:

These specifications describe services to be rendered to the City of Worcester in conjunction with its trunked simulcast radio system. The system is a Motorola Astro P25 800MHz simulcast system, as part of the Commonwealths Statewide radio system, and consists of three transmitter sites at Skyline Drive, Airport Road, and Southwest Cutoff Worcester, and two control centers located at 2 Coppage Dr and McKeon Rd, Worcester, MA that support approximately 2000 pieces of terminal and miscellaneous equipment. The City is seeking a contract for labor at an hourly rate* for non-emergency repairs and a parts agreement expressed as a percentage off the Motorola published list price.

* Hourly rate shall also be used for any installation services in addition to repairs

- *Please note that this is not an exclusive contract for parts or services. The City reserves the right to seek pricing for any parts or services needed via other vendors as well as other cooperative contracts.*

SCOPE OF SERVICES:

The successful bidder, hereinafter referred to as “vendor” will provide parts and labor for the repair, installation and/or removal of hand held portable and vehicular mounted mobile radios for the City of Worcester, hereinafter referred to as “City”. Excepted from this service are the following:

1. **Backbone Equipment**
(The “Backbone” is defined as the site repeater stations, simulcast equipment, micro-wave links, console electronics equipment and radio base stations at transmitter sites; and all equipment appurtenant thereto).
2. **System Software**
 (“System Software” shall be defined as: “all software relative to the backbone including software that controls: radio transmit sites, simulcast control points, system manager, console electronics controller and dispatch consoles.)

SPECIFICATIONS:

The requirements listed below are considered to be minimum acceptable standards for any bidder to be awarded the service contract for the communications equipment that makes up the City of Worcester radio system. There shall be no exceptions granted to the vendor relative to prompt and capable assistance when such need arise.

CANCELLATION:

In the event the vendor fails to perform within the terms of the agreement the City may terminate this contract immediately upon written notice to the vendor.

VENDOR QUALIFICATIONS

Service Facilities:

Vendor shall be certified as a Motorola Solutions Authorized Service Center and staffed with Motorola factory trained service technicians, trained in the programming and repair of Motorola Astro P25 800Mhz subscribers and must meet or exceed any minimum training certification required by the manufacturer necessary to carry out the services prescribed herein. Should any additional certifications be required by Motorola during the term of this contract, the vendor will be responsible for demonstrating compliance with said certifications.

The Service Center facility must be staffed at a level that shall be sufficient to meet the services requirements stated herein. **To allow for immediate service needs, the Service facility must be geographically located within a 25 mile radius of the City of Worcester.**

Licensed Technicians:

Maintenance shall be under the direction of a holder of at least a General class F.C.C. General Radio Operators license, 1st Class license, PCIA/NABER certificate or approved equivalent and said technician shall be Motorola Astro P25 800Mhz certified. The vendor shall have available at all times the necessary technicians to satisfactorily carry out the requirements of this contract. Technicians must have at least two (2) years' experience in the maintenance of public safety radio equipment. Certifications to be provided upon request.

Parts Availability:

Vendor shall certify by submission of this bid that the vendor has parts availability sufficient to maintain the City's equipment.

Engineering and Factory Support:

Vendor shall certify by submission of this bid that the vendor must provide ongoing field engineering support and factory support that will be provided to the City of Worcester at no extra cost.

RESPONSE TIMES:

Pickup and Drop-off:

Vendor must pick up or provide for drop-off within one (1) business day of notification. Response times outside of this requirement must be approved by the department requesting service.

Vendor must also, upon request by City department, perform installation services at City locations. No additional charges for service or installation work at City locations is allowed. Hourly rate for services shall prevail for any and all service, repair and installations.

Return of Repaired Equipment:

Vendor must return equipment as repaired within seven (7) days of pickup or drop-off. Demonstration of back ordered parts shall mitigate this requirement.

CONDITIONS OF SERVICE:

Labor, Materials and Supplies:

The vendor shall supply all labor, supervision of labor, service facilities, repair parts, test equipment and supplies necessary including any installation or removal, to repair, troubleshoot and maintain the equipment referenced in Attachment A, Section II. The City reserves the right to provide parts or equipment to the vendor for use in repair or replacement on a case by case basis if it so chooses. If the equipment requires shipment back to the manufacturer for repair, the vendor shall be responsible for shipping, tracking, and return of the equipment back to the City when repairs are complete and confirmed, including items under factory warranty. The Vendor may add shipping charges for parts or equipment that require return to manufacturer. Vendor may not mark up any shipping charges. All shipping to be provided at cost.

The vendor will be responsible for the programming of the specified code-plugin profiles as prescribed by the City Department of Emergency Communications using the City's Radio Management Server, ("RM") for programming and subscriber radio management. The city will provide the vendor with appropriate log in credentials for access to the Radio Management Server from their facility. At the discretion of the Emergency Communications Department, no radio subscriber shall be returned to the city after service or repair is performed until programming is confirmed and accurate in both the subscriber and in the RM server by the vendor.

Quality of Service:

All repairs, as well as new installation services, shall be in keeping with good engineering practices and shall be performed in such a manner as to enhance the life and restore the equipment to its original condition. It is expected that the vendor shall be able to make repairs to any initial request without the need to seek additional repairs to the same piece of equipment.

No modification shall be made to the communications equipment unless it is approved by the manufacturer of the communications equipment and the City.

Right to Subcontract:

Vendor may subcontract service work to service centers with personnel who meet the Licensing requirement stated herein, and have prior approval of the City of Worcester.

A list of proposed subcontractors is requested to be submitted with the bid.

Spare parts:

Vendor will maintain an adequate stock of spare parts and equipment critical modules. Defective parts are to be replaced with parts of the original manufacturer. **All parts costs are to be F.O.B. local service center and no shipping charges shall be passed on to the City.**

SECURITY REQUIREMENTS OF VENDOR'S PERSONNEL:

Suitability of Vendor Personnel:

The vendor shall agree that the City has the right to screen and reject for cause any technician or other person who will provide services under this agreement. The vendor will assist the City in such screening by providing the names, dates of birth, social security numbers and operator license numbers of the technicians.

SYSTEM SECURITY:

Confidentiality:

The City radio system is used in part by law enforcement agencies conducting sensitive and dangerous operations. The vendor must stipulate that it will not clone, copy, disclose, duplicate in whole or in part, or otherwise reproduce any scheme, code or system software regarding the addressing of the system

or system codes, passwords, encryption keys, fleet map or talk-group ID's. Any violation of any portion of this arrangement shall be cause for immediate suspension or cancellation of the agreement.

RECORDS AND REPORTS OF WORK:

Maintenance Records:

The vendor shall maintain a set of records showing the date of service, problem reported or encountered, corrective action taken and identification of the component(s) repaired and/or replaced by serial number and model number, if appropriate. The vendor shall provide a fault analysis report at the discretion of the Department requesting services.

PAYMENTS:

Labor and Materials Fees:

Fees for services performed are payable monthly.

Taxes:

The City of Worcester is tax exempt and no taxes shall be invoiced.

GENERAL:

Warranty:

Vendor warrants for a period of ninety (90) days beyond the expiration of the agreement that the hardware, software and installation services furnished by the vendor under the agreement shall be free from defects in materials and workmanship, and shall conform to the specifications and terms set forth in the agreement, and shall perform in accordance with the requirements of the City as set forth in the City's Invitation for bid, this agreement and the vendor's proposal.

There are no other warranties, express or implied, including but limited to the implied warranties of merchantability and fitness for a particular purpose.

Indemnity/Hold Harmless Agreement:

- (A) Vendor shall be responsible for and agrees to indemnify the City and hold the City harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property, directly resulting from the willful misconduct or negligent acts or omissions of vendor, its officers, agents, employees or subcontractors.
- (B) The city shall be responsible for and agrees to indemnify vendor and hold vendor harmless from and against all third party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property, directly resulting from the willful misconduct or negligent acts or omissions of City, its officers, agents, employees or subcontractors.

Jurisdiction:

The contractual agreement between the vendor and the City shall be interpreted in accordance with the Laws of the Commonwealth of Massachusetts.

Assignment:

The contractual agreement may not be assigned without the prior written consent of the City.

Mandated changes:

If due to the action of regulatory authorities, changes in the equipment become necessary, such changes will be performed by the vendor at the expense of the City.

System Growth:

It is understood and agreed that in addition to the existing equipment, additional equipment may be added to the system.

LIMITATIONS OF LIABILITY

1. Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Contract, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Contract or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software, or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware Software or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty period.
2. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT, STRICT LIABILITY OR OTHERWISE) SHALL SELLER OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OF ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTOWN COSTS.
3. Any action for any claim of any kind for any loss or damages arising out of, connected with or resulting from the performance, non-performance or breach of the Contract, or from the manufacture, sale, delivery, installation, technical direction or installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing any Services, shall be commenced within two (2) years after the cause of action occurred or it shall be deemed waived or barred.
4. The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Contract and any other agreement.
5. The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of the Contract.

ATTACHMENT "A"

SECTION I – LABOR AND MATERIAL CHARGES PORTABLE AND MOBILE RADIOS

Hourly Labor Rate (Monday through Friday 8:00 A.M. – 5:00 P.M.)	\$ _____
Estimated Annual Hours (250 Hours)	<u>X 250</u> hours
Total Labor	\$ _____ Total Labor
Estimated Parts / Materials Charges - Annual (\$20,000.00)	\$ 20,000.00
Materials/Parts Discount (<u>Including all OEM accessories & Batteries</u>) (Expressed as a percentage off the current Motorola Solutions published list price)	- _____%
Total Materials	\$ _____ Total Parts & Materials
TOTAL LABOR & MATERIALS (must bid both items)	\$ _____ Grand Total

City reserves the right to perform random price audits to verify pricing accuracy

SECTION II – LIST OF EQUIPMENT
PORTABLE RADIOS

MOTOROLA 800 MHZ ASTRO P25 APX 900
MOTOROLA 800 MHZ ASTRO P25 APX 1000
MOTOROLA 800 MHZ ASTRO P25 APX 6000
MOTOROLA 800 MHZ ASTRO P25 APX 6000XE
MOTOROLA 800 MHZ ASTRO P25 APX 7000
MOTOROLA 800 MHZ ASTRO P25 APX 8000
MOTOROLA 800 MHZ ASTRO P25 APX 8000XE
MOTOROLA 800 MHZ ASTRO P25 NEXT XE
BATTERIES AND OTHER OEM PARTS & ACCESSORIES FOR MODELS LISTED

MOBILE RADIOS

MOTOROLA 800 MHZ ASTRO P25 APX 1500 MOBILE
MOTOROLA 800 MHZ ASTRO P25 APX 4500 MOBILE
MOTOROLA 800 MHZ ASTRO P25 APX 6500 MOBILE
MOTOROLA 800 MHZ ASTRO P25 APX 7500 MOBILE
MOTOROLA 800 MHZ ASTRO P25 APX 8500 MOBILE
FUTURECOM DVRS UNITS
ANTENNAS, CABLES, BRACKETS, CONNECTORS, AND OTHER NECESSARY OEM EQUIPMENT, AS
SPECIFIED BY THE MANUFACTURER.

MISC. EQUIPMENT

PA/SIRENS
VEHICLE MOUNTED RADIO CHARGERS
MULTI UNIT PORTABLE RADIO CHARGERS
WEATHERPROOF SPEAKERS